

**CITY COUNCIL
ATLANTA, GEORGIA**

**AN RESOLUTION
BY FINANCE/EXECUTIVE COMMITTEE**

03- *ℓ* -1382

**AN RESOLUTION AUTHORIZING THE MAYOR OR HER
DESIGNEE TO EXECUTE AMENDMENT NUMBER 1 TO
THE MASTER LEASE AGREEMENT WITH NEXTEL SOUTH
CORPORATION, A GEORGIA CORPORATION DOING
BUSINESS AS NEXTEL COMMUNICATIONS TO ADD 7780
JETT FERRY ROAD TO THE MASTER SITE LEASE; TO
PROVIDE AT TENANTS COST A NEW MOUNTING MAST
ON TOP OF THE JETT FERRY WATER TANK; AND TO
LEASE SPACE TO CO-LOCATE ON THE JETT FERRY
WATER TANK CERTAIN ANTENNAS AND
COMMUNICATIONS EQUIPMENT; ALL REVENUE
GENERATED PLUS ESCALATIONS AS CALLED FOR IN
THE MASTER LEASE AGREEMENT SHALL BE
DEPOSITED INTO THE APPROPRIATE FUND, ACCOUNT
AND CENTER NUMBER.**

WHEREAS, Nextel South Corporation D/B/A Nextel Communications, requires antennas to provide wireless communication service to its customers; and

WHEREAS, the City of Atlanta, wishes to reduce the proliferation of cellular towers within the City of Atlanta by encouraging co-location; and

WHEREAS, the City of Atlanta has entered into a master lease agreement with Nextel South Corporation D/B/A Nextel Communications, for the locating of wireless telecommunications towers and co-locating antennas upon same; and

WHEREAS, Nextel South Corporation D/B/A Nextel Communications, wishes to amend the master lease agreement to add 7780 Jett Ferry Road to the master site lease; and

WHEREAS, Nextel South Corporation D/B/A Nextel Communications, wishes to provide at tenants cost a new mounting mast on top of the Jett Ferry water tank; and

WHEREAS, Nextel South Corporation D/B/A Nextel Communications, desires to lease space and co-locate on the existing water tower owned by the City and located at 7780 Jett Ferry Road; and

WHEREAS, the Director of the Office of General Services and the Commissioner of the Department of Watershed Management recommends that a contract be entered into with Nextel Communications.

**NOW, THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATLANTA
GEORGIA, as follows:**

SECTION 1: That the Mayor or her designee be and is hereby authorized to execute amendment Number 1 with Nextel South Corporation D/B/A Nextel Communications to amend the existing master site lease, to provide at tenants cost a new mounting mast on top of the existing water tower and to lease space and to co-locate at 7780 Jett Ferry Road certain communication equipment and antennas.



SECTION 2: That Nextel South Corporation D/B/A Nextel Communications shall make payment to the City in the amount of \$1,500.00 per month, for a total of \$18, 000.00 per year. Rent thereafter, at the occurrence of the remaining five (5) -option period shall increase to \$2,080.00 per month, for a total of \$24,960.00.

SECTION 3: That following the third Renewal Term under any Site Lease, monthly Rent payable under such Site Lease during the final Renewal Term shall be equal to one hundred four percent (104%) of the Rent in effect for the last full calendar month immediately prior to the commencement of such Renewal Term.

SECTION 4: That a Site Lease substantially in the form attached hereto and other contractual agreements are hereby authorized to be executed by the Mayor; and

SECTION 5: That this Site Lease and other contractual agreements shall not become binding on the City and the City shall incur no obligation upon same until such master lease and other contractual agreements have been approved by the City Attorney as to form, executed by the Mayor, sealed by the Municipal Clerk, and delivered to the contracting party.

SECTION 6: That all revenue generated shall be deposited into the Care and Conserve Fund, Account and Center Number 3P02-462101-Q11W02CBQNA0.

A true copy,

Rhonda Dauphin Johnson
Municipal Clerk, CMC

ADOPTED by the Council
APPROVED by the Mayor

SEP 15, 2003
SEP 23, 2003

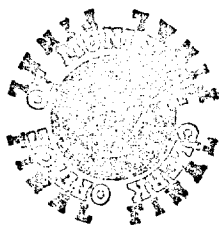


EXHIBIT A-1

Page 1 of 6

SUBJECT PROPERTY
TAX PARCEL # 06-0342-0-051 & 060
NEXTEL COMMUNICATIONS
SITE # GA-3201-A
"RIVERGATE"

All that tract or parcel of land lying and being in Land Lot 342 of the 6th District of Fulton County, Georgia, and being more particularly described as follows:

Commencing at the right-of-way intersection of the northerly right-of-way of Jett Ferry Road (fifty foot right-of-way) and Spalding Road, running thence easterly along the said right-of-way of Jett Ferry Road 818.18 feet to a point, said point being the POINT OF BEGINNING; leaving the right-of-way and running thence North 29° 43' 19" West a distance of 532.99 feet to a point; running thence North 56° 54' 05" East a distance of 159.93 feet to a point; running thence North 56° 53' 45" East a distance of 150.00 feet to a point; running thence South 29° 40' 34" East a distance of 613.34 feet to a Atlanta Water Works concrete monument; said monument also being the beginning of a curve to the left on the right-of-way of Jett Ferry Road having a radius of 2,495.43 feet; thence westerly along the arc of said curve a distance of 315.29 feet to a point, said arc having a chord bearing South 71° 38' 30" West a distance of 315.08 feet, said point being the POINT OF BEGINNING.

Said tract containing 4.04 acres, more or less.

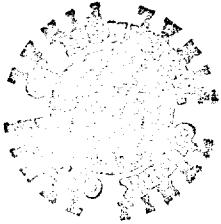


EXHIBIT A-1

Page 2 of 6

LEASE AREA
NEXTEL COMMUNICATIONS
SITE # GA-3201-A
"RIVERGATE"

All that tract or parcel of land lying and being in Land Lot 342 of the 6th District of Fulton County, Georgia, and being more particularly described as follows:

Commencing at the right-of-way intersection of the northerly right-of-way of Jett Ferry Road (fifty foot right-of-way) and Spalding Road, running thence easterly along the said right-of-way of Jett Ferry Road 1133.47 feet to a Atlanta Water Works concrete monument, leaving the right-of-way and running thence North 44° 38' 58" West a distance of 283.49 feet to an iron pin, said pin being the POINT OF BEGINNING; running thence South 55° 04' 18" West a distance of 30.00 feet to an iron pin; running thence North 34° 55' 42" West a distance of 22.50 feet to an iron pin; running thence North 55° 04' 18" East a distance of 30.00 feet to an iron pin; running thence South 34° 55' 42" East a distance of 22.50 feet to an iron pin, said pin being the POINT OF BEGINNING.

Said tract containing 675 square feet or 0.02 acres, more or less.



EXHIBIT A-1

Page 3 of 6

10' INGRESS-EGRESS
NEXTEL COMMUNICATIONS
SITE # GA-3201-A
"RIVERGATE"

NEXTEL ACCESS EASEMENT

Together with a 10 foot access and utility easement lying and being in Land Lot 342 of the 6th District of Fulton County, Georgia, whose centerline is more particularly described as follows:

Commencing at the right-of-way intersection of the northerly right-of-way of Jett Ferry Road (fifty foot right-of-way) and Spalding Road, running thence easterly along the said right-of-way of Jett Ferry Road 970.49 feet to a point, said point being the POINT OF BEGINNING; leaving the right-of-way and running thence North 23° 33' 17" West a distance of 47.24 feet to a point; running thence North 29° 05' 18" West a distance of 37.20 feet to a point; running thence North 36° 34' 19" West a distance of 41.75 feet to a point; running thence North 45° 04' 44" west a distance of 42.90 feet to a point, running thence North 04° 10' 20" East a distance of 29.25 feet to a point; running thence North 55° 06' 35" East a distance of 39.84 feet to a point; running thence North 02° 25' 10" East a distance of 48.12 feet to the POINT OF BEGINNING.



EXHIBIT A-1

Page 4 of 6

WAVEGUIDE EASEMENT
NEXTEL COMMUNICATIONS
SITE # GA-3201-A
"RIVERGATE"

NEXTEL WAVEGUIDE EASEMENT

Together with a 5 foot waveguide easement lying and being in Land Lot 342 of the 6th District of Fulton County, Georgia, whose centerline is more particularly described as follows:

Commencing at the right-of-way intersection of the northerly right-of-way of Jett Ferry Road (fifty foot right-of-way) and Spalding Road, running thence easterly along the said right-of-way of Jett Ferry Road 1133.47 feet to a Atlanta Water Works concrete monument, leaving the right-of-way and running thence North 44° 38' 58" West a distance of 283.49 feet to an iron pin; running thence South 55° 04' 18" West a distance of 30.00 feet to an iron pin; running thence North 34° 55' 42" West a distance of 11.25 feet to a point; said point being the POINT OF BEGINNING; running thence South 62° 59' 19" West a distance of 22.47 feet to the POINT OF ENDING.

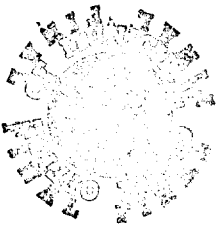
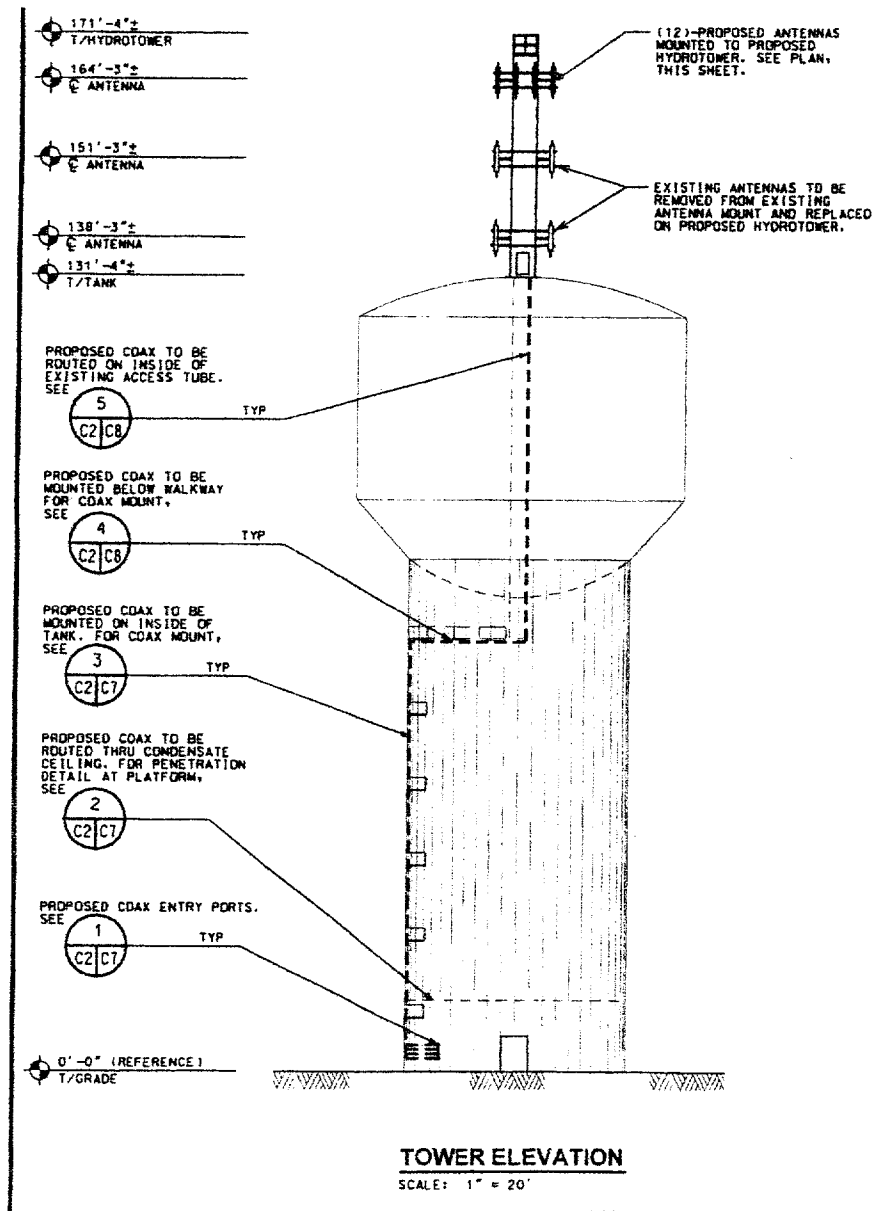


EXHIBIT A-1

Page 5 of 6

ELEVATION NEXTEL COMMUNICATIONS SITE # GA-3201-A "RIVERGATE"



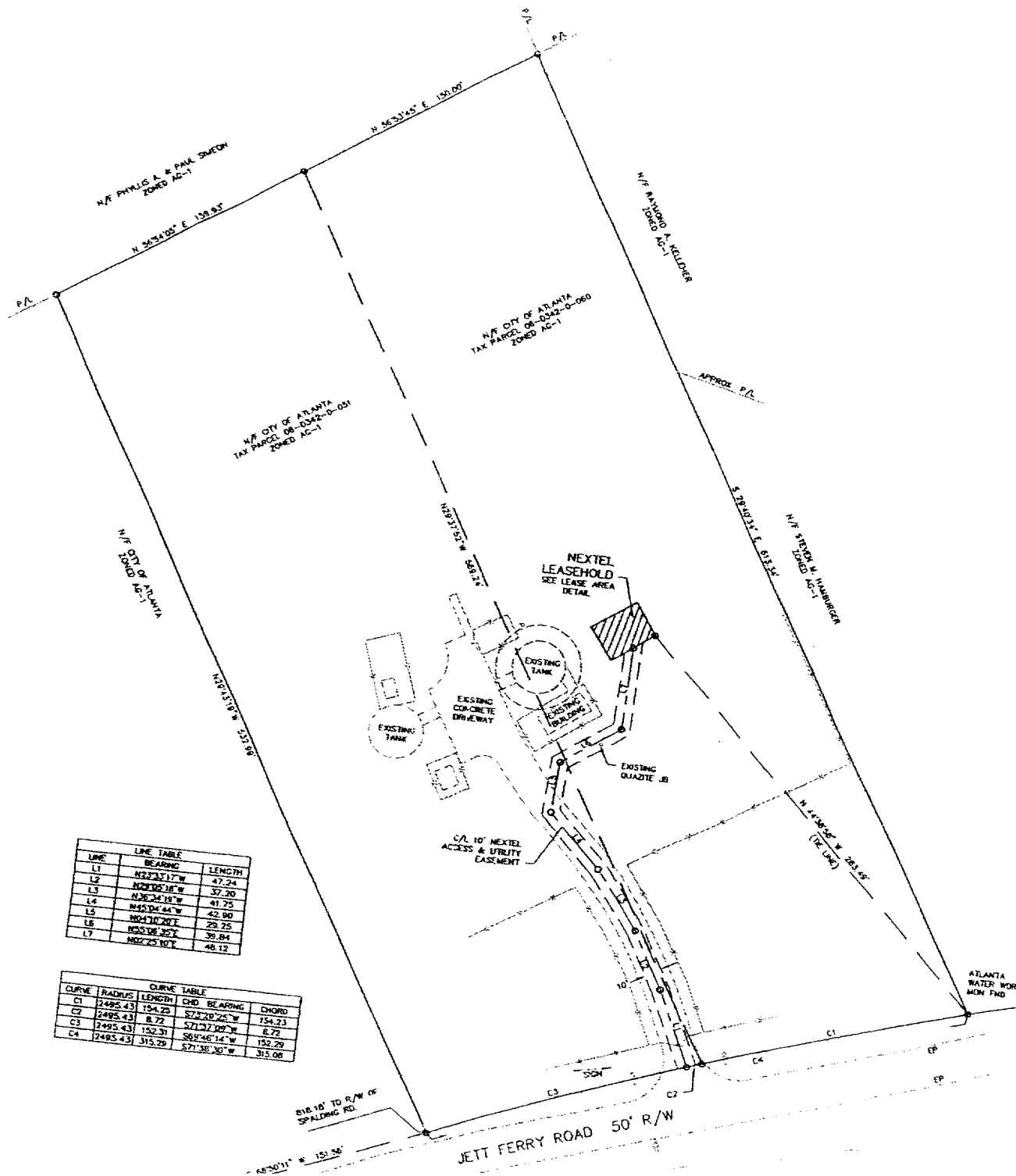


EXHIBIT B

COPY

TO THE MASTER LEASE AGREEMENT
DATED 20TH OF APRIL, 2000,
BETWEEN CIYT OF ATLANTA, AS LANDLORD,
AND NEXTEL SOUTH CORP., d/b/a NEXTEL COMMUNICATIONS

Cell Site ID: GA 3210-A
State: Georgia
City: Atlanta

Cell Site Name: RIVERGATE
Site Latitude/Longitude: N33° 58' 01.561"
W84° 17' 53.785"

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is entered into this ____ day of _____, 2003, between the City of Atlanta, a body corporate and politic ("landlord"), and Nextel South Corp., a Georgia Corporation, d/b/a Nextel Communications ("Tenant").

Incorporation of Master Lease: This Lease is a "Site Lease" as referenced in that certain Master Lease Agreement between landlord and tenant, dated April 20th, 2003 (the "Master Lease"). All of the terms and conditions of the Master Lease are hereby incorporated herein by reference and made a part hereof without the necessity of attaching hereto the original or any copy of the Master Lease. Unless expressly modified herein, the terms and conditions of the Master Lease shall govern with respect to the subject matter hereof, and, unless otherwise defined herein, capitalized terms used herein shall have the respective meanings ascribed thereto in the Master Lease.

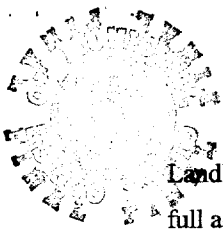
Premises. The Premises leased by the Landlord to Tenant hereunder are as follows: [Site address and legal description to be provided as EXHIBIT "A-1.]

Site Improvements. Tenant shall provide for, at Tenants cost, a new mounting mast to be located on top of the water tank facility for the purpose of mounting Tenants equipment and the equipment of the existing Tenants currently on the facility. Upon installation and final inspection, the mounting mast shall become the property of the Landlord.

Term. The initial term of this Lease shall commence and expire as set forth in Section 4.a. of the Master Lease. The Commencement Date is _____, 2003.

Rent. Rent for the initial first term shall be abated to the amount of (\$1,500.00) per month as consideration for the Tenants cost of constructing and installing the new mounting mast. Rent thereafter, at the occurrence of the first renewal term shall increase to (\$2,080.00) per month.

Special Access Arrangements. Landlord hereby grants to tenant a non-exclusive easement benefiting Tenant's interest in the premises for reasonable and necessary pedestrian and vehicular ingress and egress, the installation of guy wires and other such mechanisms required or recommended, over the property including improvements on the property of Landlord which surrounds the Premises. In this regard,



Landlord shall also provide the Tenant any and all keys and or combinations to any locks to allow Tenant full access for purposes of Tenant's easement set forth in the immediately preceding sentence.

Other special access requirements: _____

Landlord Contact for Emergency: Commission of Administrative Services 404-330-6351

Tenant Contact for Emergency: _____, at _____.

The parties have entered into this Lease as of the date first stated above.

ATTEST

**LANDLORD
CITY OF ATLANTA**

Municipal Clerk (City Seal)

Mayor

RECOMMENDED:

RECOMMENDED:

**Commissioner, Department of
Administrative Service**

Chief Operating Office

RECOMMENDED:

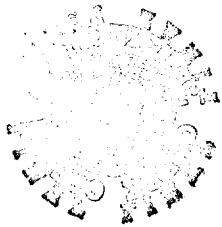
RECOMMENDED:

**Director, Bureau of Purchasing
and Real Estate**

Chief Financial Officer

APPROVED AS TO FORM:

Assistant - City Attorney



TENANT:

**NEXTEL SOUTH CORP., a Georgia
Corporation, d/b/a Nextel
Communications.**

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

RCS# 5027
9/15/03
2:51 PM

Atlanta City Council

Regular Session

CONSENT I

CONSENT I PGS 1-13, EXCEPT:03-R-1449
03-R-1460, 03-R-1463
ADOPT

YEAS: 10
NAYS: 0
ABSTENTIONS: 0
NOT VOTING: 4
EXCUSED: 0
ABSENT 2

NV Smith	Y Archibong	Y Moore	Y Mitchell
Y Starnes	Y Fauver	B Martin	Y Norwood
NV Young	NV Shook	B Maddox	Y Willis
Y Winslow	Y Muller	Y Boazman	NV Woolard

CONSENT I

03-~~2~~-1382
(Do Not Write Above This Line)

A RESOLUTION BY
FINANCE/EXECUTIVE COMMITTEE

A RESOLUTION AUTHORIZING THE
MAYOR OR HER DESIGNEE TO
EXECUTE AMENDMENT NUMBER 1
TO THE MASTER LEASE
AGREEMENT WITH NEXTEL SOUTH
LTC DOING BUSINESS AS NEXTEL
COMMUNICATIONS TO ADD 7780
JETT FERRY ROAD TO THE MASTER
SITE LEASE; TO PROVIDE AT
TENANTS COST A NEW MOUNTING
MAST ON TOP OF THE JETT FERRY
WATER TANK; AND TO LEASE
SPACE TO CO-LOCATE ON THE
JETT FERRY WATER TANK
CERTAIN ANTENNAS AND
COMMUNICATIONS EQUIPMENT;
ALL REVENUE GENERATED PLUS
ESCALATIONS AS CALLED FOR IN
THE MASTER LEASE AGREEMENT
SHALL BE DEPOSITED INTO THE
APPROPRIATE FUND, ACCOUNT
AND CENTER NUMBER.

ADOPTED BY

SEP 15 2003

COUNCIL

- ☐ CONSENT REFER
☐ REGULAR REPORT REFER
☐ ADVERTISE & REFER
☐ 1st ADOPT 2nd READ & REFER
☐ PERSONAL PAPER REFER

Date Referred
Referred To:
Date Referred
Referred To:
Date Referred
Referred To:
Referred To:

First Reading

Committee _____
Date _____
Chair _____
Referred To _____

Committee
Date
Chair
Referred To

Committee

Date

Chair

Action

Fav, Adv, Hold (see rev. side)
Other

Members

Members

Committee
Date
Chair
Referred To

Committee
Date
Chair
Referred To

Committee
Date
Chair
Referred To

Committee
Date
Chair
Referred To

Refer To

Refer To

Committee

Date

Chair

Action

Fav, Adv, Hold (see rev. side)
Other

Members

Committee

Date

Chair

Action

Fav, Adv, Hold (see rev. side)
Other

Members

Refer To

Refer To

- FINAL COUNCIL ACTION
☐ 2nd ☐ 1st & 2nd ☐ 3rd
Readings
☒ Consent ☐ V Vote ☒ RC Vote

CERTIFIED

CERTIFIED
SEP 15 2003

ATLANTA CITY COUNCIL PRESIDENT

Patricia W. Hubbard

CERTIFIED

SEP 15 2003

Rick Douglas
MUNICIPAL CLERK

MAYOR'S ACTION

SEP 22 2003
Mayor's Office